

VOLUNTARY RESOLUTION AGREEMENT

BETWEEN THE

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE FOR CIVIL RIGHTS**

and

THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, d/b/a

MICHIGAN STATE UNIVERSITY

and

MSU HEALTHTEAM,

and

MSU HEALTH CARE, INC.

I. Introduction

The parties to this Voluntary Resolution Agreement (the "Agreement") are the United States Department of Health and Human Services ("HHS"), Office for Civil Rights ("OCR"); the Board of Trustees of Michigan State University ("MSU") d/b/a Michigan State University and MSU HealthTeam ("MSU HealthTeam") and MSU Health Care, Inc. ("MSU Health Care"). For purposes of the Agreement, MSU, MSU Health Care and MSU HealthTeam are hereinafter collectively referred to as "the MSU Entities." HHS OCR and the MSU Entities shall together be referred to as the "Parties."

MSU is a university located in East Lansing, Michigan, and is governed by its Board of Trustees. MSU HealthTeam is the multi-specialty medical practice of MSU, with approximately 260 physicians, nurse practitioners, and physicians' assistants in more than 40 clinics. MSU HealthTeam is part of MSU, but is in the process of being restructured and will be folded into MSU Health Care, a non-profit corporation that operates separately of MSU. The expected date of completion of the restructuring of MSU HealthTeam is July 1, 2020. MSU Health Care is governed by its Board; its sole member is MSU.

This Agreement resolves OCR Transaction Number 18-306008. Lawrence G. Nassar was an osteopathic physician employed by MSU. Based on the criminal investigation of Mr. Nassar for the sexual abuse of his patients and others, OCR initiated an investigation of MSU to determine if its doctors' offices and clinics violated Title IX of the Education Amendments of 1972 and Section 1557 of the Affordable Care Act.¹

- A. Jurisdiction:** OCR is responsible for enforcing Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., and its implementing regulations at 45 C.F.R. Part 86 ("Title IX"). Title IX prohibits discrimination on the basis of sex in Federally-assisted education programs or activities. OCR also enforces Section 1557 of the Affordable Care Act (ACA), 42 U.S.C. § 18116, and its implementing regulations at 45 C.F.R. Part 92 ("Section 1557"). Section 1557 prohibits discrimination on the basis of race, color, national origin, sex, age and disability in any health program or activity, any part of which receives Federal financial assistance ("FFA").

Under Title IX and Section 1557, OCR has the authority, where appropriate, to negotiate and secure voluntary compliance agreements, and to bring enforcement actions which may include administrative proceedings to suspend, terminate or refuse to grant or continue HHS financial assistance to the covered entity should OCR fail to secure voluntary compliance.

MSU HealthTeam, and MSU Health Care, as successor to MSU HealthTeam, receive or will receive, during the term of the Agreement FFA from HHS and are subject to or anticipate being subject to the requirements of Title IX and Section 1557. MSU receives FFA and is subject to the requirements of Title IX.

- B. Purpose of the Agreement:** To resolve these matters without further burden or the expense of litigation, the MSU Entities agree to the terms stipulated in this Agreement and affirm that they will comply with all applicable provisions of Title IX and Section 1557. The promises, obligations or other terms and conditions set forth

¹ On February 5, 2018, after entering a guilty plea in Eaton County, MI, Mr. Nassar was sentenced to 40 to 125 years in prison for seven counts of felony criminal sexual conduct in the first degree. Mr. Nassar also has been convicted in Federal court, as well as other jurisdictions.

in this Agreement constitute the exchange of valuable consideration between the parties.

II. Definitions

For the purposes of this Agreement, the terms listed below shall have the following meaning:

- A. "Patient"** means any individual who is seeking or receiving health care or other medical services from MSU HealthTeam or MSU Health Care, or from MSU HealthTeam Staff or MSU Health Care Staff.
- B. "MSU Staff," "MSU Health Care Staff" and/or "MSU HealthTeam Staff"** mean employees and/or contractors under the supervision or control of MSU HealthTeam or MSU Health Care, whether paid or unpaid, including but not limited to physicians, administrators, admissions and marketing personnel, directors of nursing, advanced practice registered nurses (APRNs), registered nurses (RNs), licensed practical nurses (LPNs), certified nurse aides (CNAs) and medical assistants. Collectively, all of these individuals will be referred to as "Staff".
- C. "MSU HealthTeam"** means the functions which comprise MSU HealthTeam; and MSU HealthTeam's successors, including but not limited to MSU Health Care.

III. General Provisions

- A. Suspension of Administrative Actions:** Subject to the MSU Entities' continued performance of the stated obligations and required actions contained in this Agreement and in conformity with Section III-C, Failure to Comply with the Agreement, OCR shall suspend administrative action on OCR Transaction Number 18-306008.
- B. Effective Date and Term of the Agreement:** This Agreement shall become effective on the date it is signed by all parties (the "Effective Date"). This Agreement will be in effect for three (3) years after MSU's completion of the obligations set forth in Section IV of this Agreement, at which time if HHS determines that the MSU Entities completed all actions required by the Agreement, HHS' review and monitoring of the Agreement shall end. Notwithstanding the Term of this Agreement, the MSU Entities

acknowledge they have a responsibility to comply with Title IX and the analogous non-discrimination provisions of Section 1557 for so long as they continue to receive FFA.

C. Failure to Comply with the Agreement: If OCR determines the MSU Entities have failed to comply with any provision of this Agreement, the parties will confer and attempt to reach agreement as to what steps may be necessary to resolve the compliance issues. If an agreement is not reached, OCR may terminate this Agreement within thirty (30) calendar days' notice and take appropriate measures to effectuate the MSU Entities' compliance with Title IX and Section 1557. Such measures may include OCR reopening OCR Transaction Number 18-306008. If OCR Transaction Number 18-306008 is reopened, OCR may consider any evidence of noncompliance with this Agreement and any evidence obtained by OCR prior to the signing of this Agreement. OCR may also exercise all rights available under Title IX and Section 1557, including, but not limited to, issuing noncompliance findings and initiating necessary enforcement proceedings.

D. Effect on Other Compliance Matters: The terms of this Agreement do not apply to any other issues, reviews, investigations or complaints of discrimination that are unrelated to the subject matter of this Agreement and that may be pending before OCR. Any unrelated compliance matter arising from subsequent reviews or investigations shall be addressed and resolved separately. Nothing in this Agreement shall be construed to limit or restrict OCR's statutory and regulatory authority to conduct future complaint investigations and compliance reviews related to the MSU Entities. This Agreement does not address or resolve issues involved in any other complaint investigation, compliance review or administrative action under Federal laws by other Federal agencies, including any action or investigation under Title IX. Any compliance matter arising from subsequent or separate reviews or investigations by OCR shall be addressed and resolved independently, including but not limited to matters arising under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-191, 110 Stat. 1936 (1996) (codified in scattered sections of 26, 29 and 42 U.S.C.).

E. Prohibition Against Retaliation and Intimidation: The MSU Entities shall not retaliate, intimidate, threaten, coerce or discriminate against any person who has filed a grievance or

complaint or who has assisted or participated in the investigation of any matter addressed in this Agreement.

- F. OCR's Review of the MSU Entities' Compliance with the Agreement:** OCR may review the MSU Entities' compliance with this Agreement at any time while the Agreement is in effect. As part of such review OCR may require written reports, access to witnesses, copies of documents and/or inspections of the MSU Entities. In addition to any record keeping requirements of Title IX and Section 1557, throughout the duration of this Agreement the MSU Entities agree to retain the records required by OCR to assess their compliance. OCR will maintain the confidentiality of all documents, files and records received from the MSU Entities and will not disclose their contents except where necessary in formal enforcement proceedings or where otherwise required by law.
- G. Acknowledgement of Completion:** OCR will provide written acknowledgment to MSU of the completion of its obligations under Section IV of this Agreement.
- H. Non-waiver Provision:** OCR's failure to enforce this entire Agreement or any provision thereof with respect to any deadline or any other provision shall not be construed as a waiver of OCR's right to enforce other deadlines or any provisions of this Agreement.
- I. Entire Agreement:** This Agreement constitutes the entire understanding between the MSU Entities and OCR in resolution of OCR Transaction Number 18-306008. Any statement, promise or agreement not contained herein shall not be enforceable through this Agreement.
- J. Modification of Agreement:** This Agreement may be modified by mutual agreement of the parties in writing.
- K. Publication or Release of Agreement:** OCR places no restrictions on the publication of this Agreement.
- L. Third Party Rights:** This Agreement can be enforced only by the parties specified in this Agreement, their legal representatives and assigns. This Agreement shall be unenforceable by third parties and shall not be construed to create third party beneficiary rights.

M. Technical Assistance: OCR will provide appropriate technical assistance to the MSU Entities regarding compliance with this Agreement, as requested and as reasonably necessary.

N. Authority of Signer: The individuals who sign this Agreement on behalf of the MSU Entities represent that they are authorized to bind MSU, MSU HealthTeam and/or MSU Health Care to the Agreement.

O. Severability: In the event that a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, such provision shall be severed from the Agreement and all other provisions shall remain valid and enforceable; provided however that if the severance of any such provision materially alters the rights or obligations of the parties, they shall, through reasonable good faith negotiations, agree upon such other amendments hereto as may be necessary to restore the parties as closely as possible to the relative rights and obligations initially intended to them hereunder.

P. Binding on Successors: This Agreement is binding on the MSU Entities and their successors, and the MSU Entities are obligated to notify all successors of the existence and terms of this Agreement.

Q. Contact Persons: The parties hereby designate the following persons as contacts for any notice, report or document required by this Agreement, except as otherwise may be required;

1. For the Office for Civil Rights

Steven M. Mitchell
Regional Manager – Midwest Region
Office for Civil Rights
U.S. Department of Health & Human Services
233 N. Michigan Ave., Suite 240
Chicago, IL 60601
Phone: (816) 426-7278

2. For the Board of Trustees of Michigan State University d/b/a Michigan State University

Dianne Byrum
Chair, Michigan State University Board of Trustees

Office of the Secretary of the Board of Trustees
Michigan State University
426 Auditorium Road
Hannah Administration Building, Room 450
East Lansing MI 48824-1046

3. For the Board of Trustees of Michigan State University d/b/a MSU HealthTeam

MSU HealthTeam
Attn: Michael A. Herbert
Chief Executive Officer
2727 Alliance, Suite C
Lansing, MI 48910

4. For MSU Health Care, Inc.

MSU Health Care, Inc.
Attn: Michael A. Herbert
Chief Executive Officer
2727 Alliance, Suite C
Lansing, MI 48910

IV. Obligations

- A. Applicability:** The requirements of Part IV of the Agreement are, unless otherwise noted, applicable to services provided by, and facilities of, MSU HealthTeam and, thereafter, to its successors, including MSU Health Care.
- B. Notification of Change in Organizational or Operational Status:** The MSU Entities will provide written notice to OCR if any organizational or operational change affects or pertains to health care services or health care facilities currently operated under the MSU HealthTeam umbrella and is expected to affect MSU's Title IX or Section 1557 policies or procedures.
- C. Notice of Non-Discrimination:** Within sixty (60) calendar days of the Effective Date of this Agreement, MSU HealthTeam will revise its Notice of Non-Discrimination applicable to MSU HealthTeam's services and facilities to:

1. Contain sufficient information to inform individuals of their protections under Title IX and Section 1557;
2. Notify individuals that MSU HealthTeam and its affiliates and subsidiaries do not discriminate on the basis of sex; and that Title IX and Section 1557 protect both women and men from discrimination on the basis of sex (including but not limited to sexual harassment, sexual abuse and/or sexual assault);
3. Notify individuals of their right to file a Title IX or Section 1557 grievance or complaint, and sufficiently describe the MSU HealthTeam complaint process to facilitate the filing of complaints;
4. Inform individuals that inquiries regarding the application of Title IX and/or the analogous non-discrimination provisions of Section 1557 may be referred to MSU's Title IX Coordinator, who will serve as MSU's designated responsible employee to coordinate its efforts to comply with Title IX and the analogous non-discrimination provisions of Section 1557 and oversee the acceptance and processing of grievances or complaints of sex discrimination; MSU's Office of Institutional Equity ("OIE"); and/or Health Care Civil Rights Specialists;
5. Contain the name, title, office address, and the business email and telephone number of the Title IX Coordinator and each of the Health Care Civil Rights Specialists;
6. State that individuals also have the right to file complaints with the U.S. Department of Health and Human Services, Office for Civil Rights.
7. MSU HealthTeam shall post the Notice of Non-Discrimination:
 - a. In conspicuously-visible font size in publications and communications targeted to patients, consumers, students and members of the public;
 - b. In conspicuous physical locations where MSU HealthTeam interacts with the public; and

- c. In a conspicuous location on the MSU HealthTeam's website and each MSU HealthTeam facility website, if applicable, as well as the home page of MSU's website.
 - d. In each MSU HealthTeam facility's or clinic's patient welcome letter and/or welcome packet.
 - e. For significant publications and significant communications that are small-sized, such as postcards and tri-fold brochures, MSU HealthTeam shall post, in a conspicuously-visible font size the statement that MSU HealthTeam does not discriminate on the basis of race, color, national origin, sex, age or disability in its health program or activities.
8. MSU HealthTeam will not satisfy this provision by solely adopting or incorporating MSU's now-existing Title IX/Section 1557 Notice of Non-Discrimination.
 9. Organizational or operational changes affecting or pertaining to the Notice of Non-Discrimination must be reflected in an amended version of the Notice of Non-Discrimination, posted within thirty (30) calendar days of the organizational or operational change.

D. **Policies and Procedures:** Within sixty (60) calendar days of the Effective Date of this Agreement, the MSU Entities will submit to OCR for approval revised policies and procedures they have established to ensure Patients, Staff and other individuals are not discriminated against by MSU HealthTeam on the basis of sex, consistent with the requirements of this Agreement as well as Title IX and Section 1557. These policies and procedures shall include: (1) the Notice of Non-Discrimination, revised in accordance with this Agreement; and (2) the University Policy on Relationship Violence & Sexual Misconduct Policy, including all appendixes, revised in accordance with this Agreement ("RVSM Policy"). The revised Notice of Non-Discrimination and the revised RVSM Policy will be disseminated to each new Patient; and posted on the MSU Health Team's website and each MSU HealthTeam facility website, if applicable, as well as the home page of MSU's website. The revised RVSM Policy will:

1. State that the RVSM Policy applies to the processing of all grievances or complaints of sex discrimination (including but not

limited to sexual harassment, sexual abuse and/or sexual assault) filed by Patients, Staff or other individuals related to MSU HealthTeam ("HealthTeam complaints"):

- a. Clarify and define the conduct prohibited by Title IX and Section 1557's prohibition against sex discrimination, where and to whom Patients, Staff and other individuals can file grievances or complaints of sex discrimination, including but not limited to the Title IX Coordinator, the Health Care Civil Rights Specialists, OIE, the Michigan State University Police Department ("MSU Police") and OCR, and the procedures to be followed in connection with reports of sex discrimination;
- b. Explain that MSU strongly encourages any Patient, Staff or other individual who feels he or she has been subjected to sex discrimination to immediately contact the Title IX Coordinator, or a Health Care Civil Rights Specialist, OIE, or the MSU Police;
- c. Provide for joint training and regular communication between MSU Entities and the MSU Police on the investigation of sex discrimination grievances and complaints;
- d. State that the MSU HealthTeam has a policy regarding patient privacy, chaperones, and informed consent ("Chaperone Policy"). MSU will revise the Chaperone Policy in conformance with this Agreement; include the revised Chaperone Policy as an appendix to the RVSM Policy; and post, on its websites (as described above), the revised Chaperone Policy, as an appendix to the RVSM Policy. The revised Chaperone Policy will require that:
 - i. Staff will secure informed consent before initiating "sensitive examinations" (e.g., examinations, procedures or therapies where the Patient is disrobed, in full or in part, and there is exposure of the breasts, genitalia or rectum); and that if the Patient lacks decision making capacity or declines to participate in making decisions, the MSU HealthTeam Staff will secure the consent of the Patient's guardian;

- ii. MSU HealthTeam Staff, when conducting sensitive examinations, will follow Universal Precautions;
- iii. MSU HealthTeam Staff, when conducting sensitive examinations or providing other medical treatment, will provide the Patient with: an explanation of the required examination, procedure or therapy before beginning; an appropriate gown; privacy for undressing and dressing; and sensitive draping to maximize physical privacy;
- iv. MSU HealthTeam Staff, when conducting sensitive examinations or providing other medical treatment, will always honor the Patient's request to have a Support Person present, including but not limited to a parent, relative or friend;
- v. Patients and/or their parents or Support Persons, as well as Providers, may request a chaperone at any time. The Patient's wishes and comfort should determine the sex of the chaperone. The MSU HealthTeam Staff shall accommodate, to the extent practicable, the Patient's request for a same-sex chaperone;
- vi. a Chaperone is required for all sensitive examinations; for sensitive examinations of patients 10 years of age or greater, a Chaperone must be an authorized member of the health care team; the use of a Chaperone for sensitive examinations must be documented in each Patient's medical record; if a Patient declines/refuses a Chaperone for an examination where one is required, the provider must document in the record that an offer was made and declined, and the Patient or guardian must sign a waiver;
- vii. the physical examination of an infant, toddler, or child should always be performed in the presence of a parent or guardian; if a parent or guardian is unavailable or the parent's presence will interfere with the physical examination, such as in a possible case of abuse or parental mental health issues, an

authorized member of the health care team should be present during the physical examination; and

- viii. MSU HealthTeam Staff, when conducting sensitive examinations, will always honor the Patient's request to have a Chaperone present, even when the patient also has a Support Person present.

2. MSU HealthTeam will work with OCR to adjust or amend these proposed policies and procedures to address any comments and concerns identified by OCR. Within thirty (30) calendar days after receiving MSU's submission, OCR shall approve or request further revisions of MSU's policies and procedures. Within thirty (30) calendar days after approval by OCR, the MSU Entities shall implement the policies and procedures and distribute, by mail, email, or other means, the revised policies and procedures, to all MSU HealthTeam Staff.

3. The MSU Entities will not satisfy this provision by merely adopting or incorporating MSU's now-existing Title IX/Section 1557 policies and procedures.

4. Organizational or operational changes affecting or pertaining to the RVSM Policy must be reflected in an amended version of the RVSM Policy and procedures within thirty (30) calendar days of the organizational or operational change, which must be distributed by mail, email or other means to applicable staff within thirty (30) calendar days of the organizational or operational change.

E. Health Care Civil Rights Specialists: MSU's Title IX Coordinator will designate an employee or employees responsible for each building that contains a HealthTeam clinic to serve as a Health Care Civil Rights Specialist ("Specialist") for that building. Individuals who have Title IX or Section 1557 grievances or complaints pending against them will not be eligible to serve as a Specialist. The Specialists' duties shall include receiving grievances or complaints of sex discrimination and assisting the Title IX Coordinator with training, monitoring, and ensuring compliance with this Agreement.

1. The Specialists will be employees of MSU's Office for Civil Rights and Title IX Education and Compliance and will not be any person who has previously served (or is currently serving) as the Title IX Coordinator or its equivalent with the MSU Entities.

2. The Title IX Coordinator will develop educational materials for MSU HealthTeam Staff during the term of this Agreement.
3. The Specialists will work with the Title IX Coordinator to train MSU HealthTeam Staff in their responsibilities under Title IX and Section 1557.
4. The Specialists will be available to advise MSU HealthTeam Staff regarding their obligation to report incidents of sex discrimination and assist in reporting.

F. Grievance Procedures and Dedicated Health Care

Investigator: All grievances or complaints alleging sex discrimination, filed by Patients, Staff or other individuals related to MSU HealthTeam, will be reviewed and investigated by, or under the supervision of, a dedicated Health Care Investigator employed or engaged by OIE.

1. Within ninety (90) calendar days of the Effective Date, OIE shall engage a qualified, objective, independent health care investigator to review, investigate, and resolve all MSU HealthTeam grievances or complaints from any source alleging in part or in whole sex discrimination prohibited by Title IX and/or Section 1557. The Title IX Coordinator will submit to OCR for approval a list of three proposed candidates to serve as the Health Care Investigator; these candidates may be individuals or entities. The submission shall include the candidates' curriculum vitae and other appropriate background information demonstrating expertise in the area of monitoring and investigating compliance with federal or state statutes and regulations, including civil rights statutes and regulations. Within thirty (30) calendar days after receiving MSU's submission, OCR shall approve or disapprove of such candidates in writing. Within thirty (30) calendar days of its receipt of OCR's approval, OIE shall then hire one of the candidates from the approved list and inform OCR of its selection in writing.

2. The Health Care Investigator will follow the procedures for review, investigation and resolution of grievances and complaints outlined in MSU's Notice of Non-Discrimination and revised RVSM Policy. MSU's grievance and complaint procedures will comply with Title IX's and Section 1557's prohibition of sex discrimination, and this Agreement.

a. When a grievance or complaint based in whole or in part on Title IX and/or Section 1557, is submitted, the Health Care Investigator will:

- i. Interview complainants, witnesses, MSU HealthTeam Staff and affiliates as needed;
- ii. Review all information relevant to the grievance or complaint;
- iii. Make determinations about the grievance or complaint; and
- iv. Request MSU HealthTeam impose disciplinary actions on staff who have been found to have violated the Title IX and/or Section 1557 policies and procedures established under this Agreement, or any other term of this Agreement. This shall include referrals to law enforcement agencies, where appropriate.

b. For three (3) years after his or her engagement, the Health Care Investigator shall provide bi-annual reports to OCR and MSU HealthTeam by January 31 and June 30 of each year.

c. For three (3) years, the Title IX Coordinator or their designee shall submit an Annual Report to OCR and MSU HealthTeam, which reviews MSU Entities' overall compliance with this Agreement and their obligations under Title IX and the analogous non-discrimination provisions of Section 1557. Each Annual Report shall include recommendations for necessary revisions to the revised Notice of Non-Discrimination, pursuant to Section IV.C. of this Agreement; the revised RVSM Policy, pursuant to Section IV.D.; the Training Program materials, pursuant to Section IV.H., and the Grievance Form, pursuant to Section IV.G.

- i. The first Annual Report is due by August 30, 2020.
- ii. The second Annual Report is due by August 30, 2021.
- iii. The third Annual Report is due by August 30, 2022.

d. Within thirty (30) calendar days after the submission of each Annual Report, the MSU HealthTeam Contact Person may submit to OCR a written response. OCR may, but is not required to, comment on any of the Annual Reports and/or any response from the MSU HealthTeam Contact Person.

e. The Health Care Investigator and the MSU Entities shall retain and make available to OCR, upon OCR's request, all work papers, supporting documentation, correspondence and draft reports related to each HealthTeam grievance or complaint.

f. MSU may not terminate the Health Care Investigator except for cause and may only do so with OCR's consent.

i. In the event that MSU Entities seek to terminate a Health Care Investigator, the MSU Title IX Coordinator shall provide a written statement to OCR setting forth in detail the basis for the request.

1. If OCR agrees that the current Health Care Investigator should be terminated, OCR will inform the Title IX Coordinator in writing, and MSU Entities will be authorized to terminate the current Health Care Investigator.

2. If OCR concludes that cause does not exist for the removal of the Health Care Investigator, it shall inform the Title IX Coordinator in writing and the Health Care Investigator shall remain in place.

ii. If the termination does occur, the Title IX Coordinator shall nominate a replacement Health Care Investigator in accordance with Sections IV.F. of this Agreement within twenty (20) calendar days of the termination.

iii. In the event that the Health Care Investigator resigns while the Agreement is still in effect, the Title IX Coordinator shall nominate a replacement Health Care Investigator using the process set forth in Sections IV.F.

iv. Nothing in this agreement, including unavailability of a Health Care Investigator for any reason, shall prevent MSU from promptly and equitably responding to all incidents of sex discrimination of which it has notice; take prompt and effective steps to end sexual or gender-based harassment, assault or violence; eliminate any hostile environment; prevent its reoccurrence; and remedy the discriminatory effects on the victim and others as appropriate. If the Health Care Investigator is unavailable for any reason, the Title IX Coordinator may engage another qualified investigator to perform the duties of the Health Care Investigator.

g. In the event that OCR, in its discretion, determines or has reason to believe that the Health Care Investigator: (1) does not possess the expertise, independence or objectivity required by this Agreement; (2) has failed to carry out its responsibilities as set forth in this Agreement, OCR may, at its sole discretion, send notice to the Title IX Coordinator to engage a new Health Care Investigator in accordance with Section IV.F.

h. On the third anniversary of the Health Care Investigator's engagement, the Title IX Coordinator may assign HealthTeam investigations using its discretion and release the Health Care Investigator from further duties.

G. **Grievance Form:** Within ninety (90) calendar days of the Effective Date, the Title IX Coordinator shall prepare a form for the filing of all sex discrimination grievances or complaints related to MSU HealthTeam. The Title IX Coordinator shall submit the form to OCR. Within thirty (30) calendar days of receiving the Grievance Form, OCR shall approve or request further revisions. Within thirty (30) calendar days of its receipt of OCR's approval, the Title IX Coordinator shall adopt and publish the Grievance Form. The form must include:

1. Sex Discrimination/Sexual Harassment/Sexual Abuse/Sexual Assault as types of incidents for individuals to identify as violations of Title IX and Section 1557;

2. A statement that retaliation and retaliatory harassment is prohibited against any individual who files a grievance or complaint or who participates in a grievance or complaint investigation in any way;

3. Contain the name, title, office address and business email address and phone number of the Title IX Coordinator, OIE, and each Specialist; and

4. State that individuals also have a right to file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights.

5. The MSU Entities will not satisfy this provision by merely adopting or incorporating MSU's now-existing discrimination complaint form.

6. Organizational or operational changes affecting or pertaining to the grievance form must be reflected in an amended version of the Grievance Form within thirty (30) calendar days of the organizational or operational change.

H. Training: The Title IX Coordinator or his or her designee will create and implement a mandatory Title IX/Section 1557 training program applicable to MSU HealthTeam services and facilities ("Training Program") for all MSU HealthTeam Staff.

1. The Training Program shall include general instruction on compliance with Title IX and the analogous non-discrimination provisions of Section 1557.

2. The Training Program shall also include training on all of the new and revised policies and procedures described in Section IV.D. of this Agreement.

3. Within ninety (90) calendar days of OCR's final approval of the policies and procedures described in Section IV.D., the Title IX Coordinator shall submit the proposed training materials for OCR's review.

4. Within thirty (30) calendar days after OCR receives MSU's submission, OCR will inform MSU Entities in writing as to whether or not OCR approves or disapproves of the proposed training materials.

5. If OCR does not approve, OCR will provide the Title IX Coordinator with written comments and recommendations in order for MSU to prepare acceptable, revised training materials.

6. MSU will have thirty (30) calendar days from the date it receives OCR's notice of disapproval to revise the training materials accordingly and submit the revised training materials to OCR for review. This submission and review process will continue until OCR approves the training materials.

7. Within one hundred eighty (180) calendar days of OCR's approval of MSU's training materials, the Title IX Coordinator shall provide the approved training to all active MSU HealthTeam Staff.

a. The Title IX Coordinator or their designee shall train MSU HealthTeam Staff who were absent from the active workforce during the initial training and return to the active workforce after the initial training, within thirty (30) calendar days of their return to work.

b. The Title IX Coordinator or their designee shall train any staff who commence working for MSU HealthTeam after the initial training, within thirty (30) calendar days of their return or commencement of their employment or affiliation with MSU HealthTeam.

8. The MSU HealthTeam shall keep record of the date of training for each staff member. MSU HealthTeam shall retain records of staff training no less than six (6) years following the date each training was provided.

9. The Title IX Coordinator shall review the Training Program as reasonable and appropriate but no less than annually. The Title IX Coordinator will update the Training Program to reflect any material changes in MSU's policies and procedures, federal law, OCR guidance, and/or material compliance issue(s) discovered during audits, investigations or reviews within a reasonable period of time after the material change becomes effective.

10. The MSU Entities will not satisfy this provision by solely adopting or incorporating MSU's now-existing Title IX/Section 1557 Training Program.

11. Organizational or operational changes affecting or pertaining to the provision of MSU HealthTeam's services or MSU HealthTeam facilities that affect Training Program materials will be reflected in

an amended version of the Training Program materials, which will be distributed to Staff at the next regularly scheduled training.

V. Signatures

The individuals signing represent that they are authorized to execute this Agreement and legally bind the parties to the Agreement.



BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY
d/b/a MICHIGAN STATE UNIVERSITY
Dianne Byrum
Chair, Michigan State University Board of Trustees

08-01-2019

Date



BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY
d/b/a MSU HealthTeam
Michael A. Herbert
Chief Executive Officer, MSU HealthTeam

8/5/2019

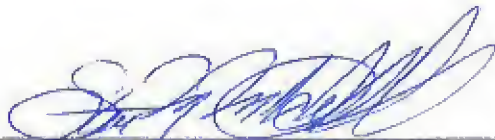
Date



MSU HEALTH CARE, INC.
Michael A. Herbert
Chief Executive Officer, MSU Health Care, Inc.

8/5/2019

Date



U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES
OFFICE FOR CIVIL RIGHTS
Steven M. Mitchell
Regional Manager - Midwest Region

8/6/2019

Date